**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

**CONTEMPT PETITION NO. 102 OF 2004**

**IN**

**APPEAL NO. 928 OF 2001**

**IN**

**NOTICE OF MOTION NO. 3936 OF 1999**

**IN**

**SUIT NO. 6971 OF 1999**

Vasumati A. Hamani ..Petitioner

versus

The Greater Bombay Co-op.
Bank Ltd. & Ors. ..Respondents

Mr. G. S. Godbole for the Petitioner.
Mr. Ravi Goenka for the Respondents.

**CORAM : D. G. DESHPANDE,J.**

**DATE : 4TH NOVEMBER, 2004.**

**P.C. :**

. Heard learned counsel for the parties. Minutes of consent order were signed by the parties before the Division Bench on 18.10.2001 as per Exhibit 'D'. The petitioner paid the amount to the bank as per letter dated 8.1.2003 and bank i.e. Recovery officer released the property from attachment i.e. "ALL that piece or parcel of vacant land or ground situate lying & being within city

limit of Pen Municipal Council City Survey No.555A, 555B, 555C, 555D & 616, 619 & 616, 619 admeasuring 1773.63 sq. mtrs. non agricultural land & on this property situate shed for residence & shop."

. Now notice is given by the respondents bank to proceed with the property. The property is described on second internal page of the said notice Exhibit 'F' under clause 'Notice'. The contempt petition is filed by the petitioner under the apprehension that the property which is released is sought to be dealt with in the recovery. That does not appear to be justification for apprehension because the property i.e. released, and, as stated above from attachment, is not the property about which bank is going to take action. With this clarification, contempt petition is disposed of.

. Parties to act on an authenticated copy of this order duly authenticated by the Court Associate.

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